

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. GEOLOGICAL SURVEY  
OF THE  
DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA  
AND  
THE CONSIGLIO NAZIONALE DELLE RICERCHE  
OF  
THE ITALIAN REPUBLIC  
CONCERNING  
SCIENTIFIC AND TECHNICAL COOPERATION  
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS") and the Consiglio Nazionale delle Ricerche of the Italian Republic (hereinafter "CNR"), hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter "Memorandum").
2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the CNR (hereinafter "Parties") with respect to the earth sciences.
3. This Memorandum is subject to the Agreement between the Government of the United States of America and the Government of the Italian Republic for Scientific and Technological Cooperation (hereinafter "Agreement"), signed April 1, 1988, as amended and extended.
4. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Government, invite other government entities or agencies of the United States and the Italian Republic to participate in activities undertaken pursuant to this Memorandum.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of, but are not limited to, exchanges of technical information, visits, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Earth-science investigations, including hazards, resources and environment;
- B. Biology, biological investigations and technical developments;
- C. Geospatial data applications;
- D. Water resources and other hydrologic investigations; and
- E. Information systems.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

### ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VIII below upon specific Project Annexes in writing before the commencement of any activity pursuant to this Memorandum.

### ARTICLE IV. FEE AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining on behalf of the other Party relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

- A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum.
- B. The import, purchase, ownership, use or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Memorandum; and
- C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Memorandum.

In the event that any such taxes, fees, customs duties, or other charges are nonetheless levied on such activities, facilities, property, equipment and related goods or services, such taxes, fees and customs duties shall be borne by the levying Party.

#### ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum, and provisions for the protection of classified information and unclassified export-controlled information and equipment, shall be governed by the provisions, including the IPR Annex, of the Agreement between the Government of the United States of America and the Government of the Italian Republic of April 1, 1998, as amended and extended.

#### ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

#### ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

#### ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall be controlling.

#### ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remains in force for the duration of the Agreement. It may be amended by mutual written agreement of the Parties and terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the

validity or duration of projects under this Memorandum that have been initiated prior to such termination.

Done at Reston and <sup>Rome</sup> ~~Perugia~~ in duplicate, in the English and Italian languages, both texts being equally authentic.

FOR THE U.S. GEOLOGICAL SURVEY  
OF THE DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA:

Signature

Charles G. Groat

Director

Date

FOR THE CONSIGLIO NAZIONALE  
DELLE RICERCHE OF THE  
ITALIAN REPUBLIC:

Signature

~~Name~~ Prof. Lucio Bianco

~~Title~~ President

Date

I certify this is a true copy of the original Memorandum of Understanding.

Dee Dee Poole  
Dee Dee Poole  
International Program Specialist  
Geology, U.S. Geological Survey

September 12, 2002